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December 5, 2003

Chairman Deborah Taylor Tate
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

DOCKET NO.

03-00629


Re: Petition for Approval of Interconnection and Resale Agreement
between United Telephone-Southeast, Inc. and XO Tennessee, Inc.

Dear Chairman Tate:

Enclosed are an original and thirteen copies of the Petition of United Telephone-Southeast, Inc. for approval of a Master Interconnection and Resale Agreement between United Telephone-Southeast, Inc. and, XO Tennessee, Inc. United is not aware of any provisions in this agreement that are inconsistent with any previous Authority decisions in proceedings to which United was a party.

Also enclosed is a check in the amount of \$50.00 for the filing fees for both companies. Please contact me or Laura Sykora if you have any questions.

Sincerely,


James B. Wright

JBW:sm

Enclosures

cc: Laura Sykora
Kaye Odum
Dana Shaffer, XO
Tim Phillips, CAPD (w/encl.)

BEFORE THE
TENNESSEE REGULATORY AUTHORITY

IN RE: Petition for Approval of an)	
Interconnection Agreement Negotiated)	Docket No.
between United Telephone-Southeast,)	_____
Inc. and XO Tennessee, Inc.)	

PETITION

United Telephone-Southeast, Inc. ("United") files this request for approval of a Master Network Interconnection and Resale Agreement dated October 31, 2003 (the "Agreement") negotiated between United and XO Tennessee, Inc. ("XO") pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). In support of this request, United shows the following:

1. United and XO have successfully negotiated the Agreement which provides for the local interconnection, resale and purchase of unbundled network elements by XO for the purpose of XO's use or resale to end users. A copy of the Agreement is attached hereto and incorporated herein by reference. The Agreement is an adoption of the agreement between United and Level 3 Communications, LLC, which agreement was approved by the Tennessee Regulatory Authority by Order dated September 9, 2002 in Docket No. 02-00773.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, United is submitting the Agreement to the TRA for its consideration and approval.

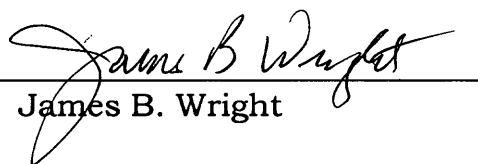
3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between United and XO within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

4. United avers that the Agreement is consistent with the standards for approval. The approval of said Agreement provides for new competitors in the local exchange market, which will likely bring new services, lower prices and other benefits to the public.

5. Pursuant to Section 252(i) of the Act, once this Agreement is approved, United will make the terms and conditions of the Agreement available to any other requesting telecommunications carrier.

United respectfully requests that the Tennessee Regulatory Authority approve the Agreement negotiated between these parties.

Respectfully submitted,
United Telephone-Southeast, Inc.

By: 
James B. Wright

This 5th day of December, 2003

Master Interconnection and Resale Agreement

This Master Network Interconnection and Resale Agreement ("Agreement") between XO Tennessee Inc. ("XO") and United Telephone - Southeast, Inc. ("Sprint"), (herein collectively the "Parties"), dated this 31st day of October, 2003 for the State of Tennessee.

NOW THEREFORE, the Parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the Master Interconnection and Resale Agreement for the State of Tennessee entered into by and between Sprint and Level 3 Communications, LLC, dated June 20th, 2002 (the "Level 3 Interconnection Agreement") (herein referred to as the "Adopted Agreement"), amended as follows:

TERM:

This Agreement shall be in force for the period commencing with the date set forth above, and will expire pursuant to the terms and conditions governing the term of the Adopted Agreement, including but not limited to, the provisions regarding post-expiration.

MODIFICATIONS:

PARTIES:

XO Tennessee Inc. is hereby substituted in the Adopted Agreement for Level 3 Communications, LLC.

REGULATORY APPROVALS:

Section 3.4 is hereby deleted in the Adopted Agreement and replaced by the following Section 3.4:

The Parties have not incorporated into this Agreement the provisions of the FCC's triennial review of unbundled network elements (*In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Docket No. CC 01-338, rel. August 21, 2003*). Either Party may request an amendment pursuant to the section 3.2 of this Agreement to incorporate such provisions of the FCC's triennial review.

NOTICES:

Section 19.1 is hereby amended to read:

If to XO:

Dana Shaffer
105 Molloy Street
Suite 200
Nashville, TN 37201
Tel. 615.777.7700
Fax 615.345.1564
dana.shaffer@xo.com

Karen Potkul
Vice President, Regulatory
& External Affairs
XO Communications, Inc.
1924 E. Deere Avenue
Santa Ana, CA 92705
Tel. 949.417.7766
Fax 949.417.7572
karen.potkul@xo.com

To Sprint:

Director – Local Carrier Services
Sprint
6480 Sprint Parkway
Mailstop: KSOPHM0316-3B925
Overland Park, KS 66251

RESERVATIONS:

The Parties agree that nothing in this Agreement shall constitute a precedent in any other proceeding and further neither Party will assert in any other any proceeding that this Agreement should be considered as precedent. Notwithstanding neither Party waives its' rights to participate and fully present its' respective positions in any proceeding dealing with the any issue addressed in this Agreement or the Adopted Agreement.

GENERAL:

The Parties agree that this Agreement may be amended to include collocation rates, terms and conditions.

Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

United Telephone - Southeast, Inc.

XO Tennessee Inc.

By: 

By: 

Name: William E. Cheek

Name: Lee Weiner

Title: President Wholesale Markets

Title: Sr. Vice President & General Counsel

Date: 11/6/03

Date: 10/31/03